

McDERMOTT & RIZZO
ONE LIBERTY SQUARE
BOSTON 02109

(617) 542-0500

WILLIAM O. RIZZO
WM. SHAW McDERMOTT
D. LLOYD MACDONALD
JOEL D. ALMQUIST
DAVID M. JONES
JOSEPH K. DALY
CLAUDIA RIBET
JUDITH R. PIKE

R. BRUCE ALLENSWORTH
OF COUNSEL

December 30, 1987

REGION I
OFFICE OF REGIONAL COUNSEL

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Gregory Roscoe
U.S. Environmental Protection Agency
Post Office Box 3254
Reston, VA 22090

Re: Cannons Engineering Corp. ("CEC") Sites
Interex/Recycling/Earthline
Allocation Agreements

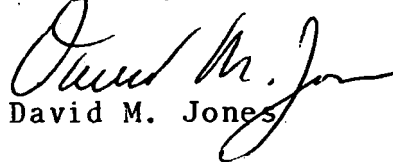
Dear Mr. Roscoe:

I enclose an original of the following Allocation Agreement regarding the above-referenced matter:

Recycling Industries, Inc. and BASF Corporation

I am sending this original document to you pursuant to my telephone conversation with Mr. Michael Thomas.

Sincerely,


David M. Jones

DMJ:mgc
Enclosures
0604d/54

cc: Philip L. Comella, Esq.
E. Michael Thomas, Esq.
Thomas R. Hays, Esq.



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ALLOCATION AND RELEASE AGREEMENT CONCERNING WASTE VOLUMES LISTED
AS JOINT VOLUMES IN THE VOLUMETRIC RANKED LISTS FOR THE CANNONS
ENGINEERING SUPERFUND CASE

We, the signatories to this Agreement,

BASF Corporation
First Signatory (as listed in ranked lists)

Recycling Industries, Inc.
Second Signatory (as listed in ranked lists)

hereby agree that waste volume listed in the Cannons Engineering Case Volumetric Ranked Lists as a volume assessed jointly to us shall henceforth be allocated among or between us, in future versions of the Cannons Engineering Case Volumetric Ranked Lists, according to the following percentages:

JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %): 60%

JOINT VOLUME ALLOCATED TO SECOND SIGNATORY (in %): 40%

Representations of the parties signatory hereto are solely for the limited purpose of establishing an allocation of jointly assessed volumes between or among them for inclusion in the revised Volumetric Ranked Lists for the Cannons Engineering Corporation (CEC) sites. Such representations in no way constitute an admission by any signatory party that it transported, caused or arranged for the transportation of, or generated any of the hazardous or nonhazardous substances or wastes which went to any of the CEC sites. The parties signatory hereto expressly reserve all rights they may have to oppose or defend against any action or claim brought by the EPA or any other party with respect to the CEC sites.

The parties signatory further agree that in and as consideration for this Agreement, each party signatory and its successors and assigns hereby release and discharge the other party signatory and its successors and assigns from any and all claims, demands, and causes of action of any kind or nature,

CANNONS ENGINEERING CASE JOINT VOLUME ALLOCATION AGREEMENT
Page 2

at law or in equity, relating to the Cannons Engineering Case ("Claims") that they have or hereafter may have. The parties signatory acknowledge and agree that this Agreement is intended to effect a complete settlement of all Claims between and among themselves. This release is not intended to release any Claims that either party signatory may have against any person not a party to this Agreement (other than successors or assigns of a party signatory), which claims each party signatory expressly reserves.

NOW, THEREFORE, THE FOREGOING IS HEREBY AGREED.

FIRST SIGNATORY: BASF CORPORATION
Name of party as listed in ranked lists

By: [Signature] Sr. atty
Authorized Representative Title

23 Dec 87
Date

SECOND SIGNATORY: Recycling Industries, Inc.
Name of party as listed in ranked lists

By: [Signature] Authorized Agent
Authorized Representative Title

December 30, 1987
Date

EXECUTED ALLOCATION AGREEMENTS MUST BE RECEIVED BY EPA NO LATER THAN OCTOBER 23, 1987 AT THE FOLLOWING ADDRESS:

Gregory A. Roscoe
U.S. Environmental Protection Agency
P.O. Box 3254
Reston, VA 22090

McDERMOTT & RIZZO
ONE LIBERTY SQUARE
BOSTON 02109

WILLIAM O. RIZZO
WM. SHAW McDERMOTT
D. LLOYD MACDONALD
JOEL D. ALMQUIST
DAVID M. JONES
JOSEPH K. DALY
CLAUDIA RIBET
JUDITH R. PIKE

(617) 542-9500

received
10-27-87

October 23, 1987

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Gregory Roscoe
U.S. Environmental Protection Agency
Post Office Box 3254
Reston, VA 22090

Re: Cannons Engineering Corp. ("CEC") Sites
Interex/Recycling/Earthline
Allocation Agreements

Dear Mr. Roscoe:

I enclose originals of the following Allocation Agreements
regarding the above-referenced matter:

Interex and BASF Corporation
Interex and W.R. Grace & Co.
North East Solvents Reclamation Corp.

and

Recycling and Liqwacon
Recycling and North American Philips Lighting Corporation
Recycling and W.R. Grace & Co.
North East Solvents Reclamation Corp.

and

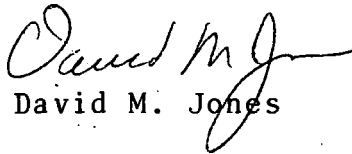
Earthline and BASF Corporation.
Earthline and Johnson & Johnson

NOV 2 1987
REGION 6
OFFICE OF REGIONAL COUNSEL

Mr. Gregory Roscoe
October 23, 1987
Page Two

I am sending these original documents to you pursuant to my telephone conversation with Mr. Michael Thomas.

Sincerely,


David M. Jones

DMJ:mgc
Enclosures
0604d/40

cc: Philip L. Comella, Esq.
E. Michael Thomas, Esq.

ALLOCATION AND RELEASE AGREEMENT CONCERNING WASTE VOLUMES LISTED
AS JOINT VOLUMES IN THE VOLUMETRIC RANKED LISTS FOR THE CANNONS
ENGINEERING SUPERFUND CASE

RECEIVED
10-27-87

We, the signatories to this Agreement,

108 BASF
540 Interex

BASF Corporation
First Signatory (as listed in ranked lists)

Interex Corporation
Second Signatory (as listed in ranked lists)

hereby agree that waste volume listed in the Cannons Engineering Case Volumetric Ranked Lists as a volume assessed jointly to us shall henceforth be allocated among or between us, in future versions of the Cannons Engineering Case Volumetric Ranked Lists, according to the following percentages:

JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %): 75%

JOINT VOLUME ALLOCATED TO SECOND SIGNATORY (in %): 25%

Representations of the parties signatory hereto are solely for the limited purpose of establishing an allocation of jointly assessed volumes between or among them for inclusion in the revised Volumetric Ranked Lists for the Cannons Engineering Corporation (CEC) sites. Such representations in no way constitute an admission by any signatory party that it transported, caused or arranged for the transportation of, or generated any of the hazardous or nonhazardous substances or wastes which went to any of the CEC sites. The parties signatory hereto expressly reserve all rights they may have to oppose or defend against any action or claim brought by the EPA or any other party with respect to the CEC sites.

The parties signatory further agree that in and as consideration for this Agreement, each party signatory and its successors and assigns hereby release and discharge the other party signatory and its successors and assigns from any and all claims, demands, and causes of action of any kind or nature,

ALLOCATION AND RELEASE AGREEMENT CONCERNING WASTE VOLUMES LISTED
AS JOINT VOLUMES IN THE VOLUMETRIC RANKED LISTS FOR THE CANNONS
ENGINEERING SUPERFUND CASE

Received
10-27-87

We, the signatories to this Agreement,

108 BASF
337 Earthline

BASF Corporation

First Signatory (as listed in ranked lists)

Earthline Company

Second Signatory (as listed in ranked lists)

hereby agree that waste volume listed in the Cannons Engineering
Case Volumetric Ranked Lists as a volume assessed jointly to us
shall henceforth be allocated among or between us, in future
versions of the Cannons Engineering Case Volumetric Ranked Lists,
according to the following percentages:

JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %): 75%

JOINT VOLUME ALLOCATED TO SECOND SIGNATORY (in %): 25%

Representations of the parties signatory hereto are solely for the
limited purpose of establishing an allocation of jointly assessed
volumes between or among them for inclusion in the revised
Volumetric Ranked Lists for the Cannons Engineering Corporation
(CEC) sites. Such representations in no way constitute an
admission by any signatory party that it transported, caused or
arranged for the transportation of, or generated any of the
hazardous or nonhazardous substances or wastes which went to any
of the CEC sites. The parties signatory hereto expressly reserve
all rights they may have to oppose or defend against any action or
claim brought by the EPA or any other party with respect to the
CEC sites.

The parties signatory further agree that in and as
consideration for this Agreement, each party signatory and its
successors and assigns hereby release and discharge the other
party signatory and its successors and assigns from any and all
claims, demands, and causes of action of any kind or nature,

BASF Corporation

BASF

FEDERAL EXPRESS

October 23, 1987

2003 BFI Group
108-BASF

NOV 2 1987

**REGION I
OFFICE OF REGIONAL COUNSEL**

Gregory A. Roscoe
US Environmental Protection Agency
P.O. Box 3254
Reston, VA 22090

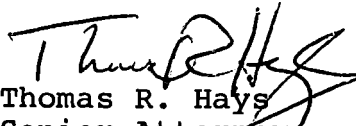
**Re: Cannons Engineering Volumetric Allocation
Agreement between BFI and BASF**

Dear Mr. Roscoe:

Attached is a signed allocation agreement allocating volumes transported by Browning Ferris Industries (BFI) and BASF Corporation on a 50/50 basis.

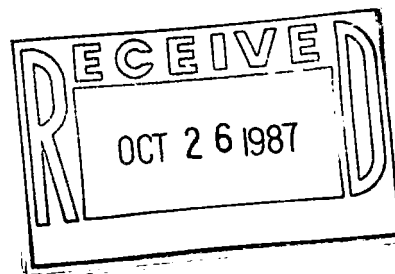
Please call me if you have any questions.

Yours truly,


Thomas R. Hays
Senior Attorney

:ff
Attachment

cc: Marina L. Bouley



**ALLOCATION AGREEMENT CONCERNING WASTE VOLUMES LISTED AS JOINT
VOLUMES IN THE VOLUMETRIC RANKED LISTS FOR THE CANNONS
ENGINEERING SUPERFUND CASE**

We, the signatories to this Agreement,

Browning-Ferris Industries

First Signatory (as listed in ranked lists)

BASF Cooperation

BASF Wyandotte Corp.

Second Signatory (as listed in ranked lists)

Third Signatory (as listed in ranked lists)

hereby agree that waste volume listed in the Cannons Engineering Case Volumetric Ranked Lists as a volume assessed jointly to us shall henceforth be allocated among or between us, in future versions of the Cannons Engineering Case Volumetric Ranked Lists, according to the following percentages:

JOINT VOLUME ALLOCATED TO FIRST SIGNATORY (in %): 50%

JOINT VOLUME ALLOCATED TO SECOND SIGNATORY (in %): 50%

JOINT VOLUME ALLOCATED TO THIRD SIGNATORY (in %):

Representations of the parties signatory hereto are solely for the limited purpose of establishing an allocation of jointly assessed volumes between or among them for inclusion in the revised Volumetric Ranked Lists for the Cannons Engineering Corporation (CEC) sites. Such representations in no way constitute an admission by any signatory party that it transported, caused or arranged for the transportation of, or generated any of the hazardous or nonhazardous substances or wastes which went to any of the CEC sites. The parties signatory hereto expressly reserve all rights they may have to oppose or defend against any action or claim brought by the EPA or any other party with respect to the CEC sites.

CANNONS ENGINEERING CASE JOINT VOLUME ALLOCATION AGREEMENT
Page 2

NOW, THEREFORE, IT IS HEREBY AGREED.

FIRST SIGNATORY: Browning-Ferris Industries
Name of party as listed in ranked lists

By: Stephen J. Thomas Vice President
Authorized Representative Title

October 22, 1987
Date

SECOND SIGNATORY: BASF Corporation
BASF Wyandotte Corp.
Name of party as listed in ranked lists

By: Thomas J. H. S. Sr. Attorney
Authorized Representative Title

22 Oct 1987
Date

THIRD SIGNATORY: _____
Name of party as listed in ranked lists

By: _____
Authorized Representative Title

Date

EXECUTED ALLOCATION AGREEMENTS MUST BE RECEIVED BY EPA NO LATER
THAN OCTOBER 9, 1987 AT THE FOLLOWING ADDRESS:

Gregory A. Roscoe
U.S. Environmental Protection Agency
P.O. Box 3254
Reston, VA 22090